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5 Attorneys for Plaintiffs

6 UNITED STATES DISTRICT COURT  
7  
8 CENTRAL DISTRICT OF CALIFORNIA

9 BOARD OF TRUSTEES OF THE SHEET )  
10 METAL WORKERS' PENSION PLAN OF )  
11 SOUTHERN CALIFORNIA, ARIZONA )  
12 AND NEVADA; BOARD OF TRUSTEES )  
13 OF THE SHEET METAL WORKERS' )  
14 HEALTH PLAN OF SOUTHERN )  
15 CALIFORNIA, ARIZONA AND NEVADA; )  
16 BOARD OF TRUSTEES OF THE SHEET )  
17 METAL AND AIR CONDITIONING )  
18 CONTRACTORS OF SAN DIEGO )  
19 INDUSTRY FUND, INC.; BOARD OF )  
20 TRUSTEES OF THE SHEET METAL )  
21 AND AIR CONDITIONING )  
22 APPRENTICESHIP AND JOURNEYMEN )  
TRAINING FUND; BOARD OF )  
TRUSTEES OF THE SHEET METAL )  
WORKERS' LOCAL 206 SECTION )  
401(K) PLAN; and SHEET METAL )  
WORKERS INTERNATIONAL )  
ASSOCIATION, LOCAL UNION NO. 206 )  
WORKING DUES PLAN, Plaintiffs, )

19 v.

20 COMFORT ZONE AIR CONDITIONING )  
21 & HEATING SERVICE, INC.; )  
22 CORASTINE ROBINSON; and STANLEY )  
ROBINSON, individuals, )

23 Defendants.

Case No. CV-08-8375 DSF (AGRx)

ORDER ON STIPULATION FOR  
JUDGMENT

24  
25 Pursuant to the Stipulation by and between Plaintiffs, Board of Trustees of the Sheet  
26 Metal Workers' Pension Plan of Southern California, Arizona, and Nevada; Board of  
27 Trustees of the Sheet Metal Workers' Health Plan of Southern California, Arizona, and  
28 Nevada; Board of Trustees of the Sheet Metal and Air Conditioning Contractors of San

1 Diego Industry Fund, Inc.; Board of Trustees of the Sheet Metal and Air Conditioning  
2 Apprenticeship and Journeyman Training Fund; Board of Trustees of the Sheet Metal  
3 Workers' Local 206 Section 401(k) Plan; and Sheet Metal Workers International  
4 Association Local Unio No. 206 Working Dues Plan ("Sheet Metal Workers' Trust Funds")  
5 and defendants Comfort Zone Air Conditioning & Heating Service, Inc. and Stanley  
6 Robinson ("Individual Defendant") (collectively "Defendants"), subject to the approval of this  
7 Court:

8       1.     The Company and the Individual Defendant are indebted to the Plans in the  
9 amount of \$37,099.35. Said amount is comprised of contributions in the amount of  
10 \$21,999.50 for the delinquent work months of August 2008 (\$4,447.19), September 2008  
11 (\$6,117.10), October 2008 (\$6,170.60), and November 2008 (\$5,264.61); liquidated  
12 damages in the amount of \$4,399.90 for the delinquent work months of August 2008,  
13 September 2008, October 2008, and November 2008; interest at 10% per annum in the  
14 amount of \$2,199.95; reimbursement of plaintiffs' reasonable fees (\$8,000.00), and  
15 reimbursement of plaintiffs' recoverable costs of suit (\$500).

16       2.     The Company and Individual Defendant remain delinquent in their required  
17 payments of employee benefit plan contributions to the Plans for the work months of  
18 August 2008, September 2008, October 2008, and November 2008.

19       3.     Judgment may be entered in this case in favor of the Plans and against the  
20 Company and Individual Defendant, jointly and severally, in the amount of \$37,099.35 in  
21 delinquent employee benefit plan contributions, liquidated damages, attorney fees and  
22 costs, together with post-judgment interest thereon at the rate of 10% per annum as of the  
23 date of the Judgment.

24       4.     The Company and Individual Defendant may satisfy the judgment by paying a  
25 total of \$26,399.40. Specifically, the Company and Individual Defendant shall pay the  
26 amounts due in contributions for the work months of August 2008, September 2008,  
27 October 2008, November 2008, and liquidated damages for the delinquent work months of  
28 August 2008, September 2008, October 2008, and November 2008 by making installments

1 pursuant to the following installment plan: the full amount of contributions for the work  
2 months of August 2008 (\$4,447.19), September 2008 (\$6,117.10), October 2008  
3 (\$6,170.60), and November 2008 (\$5,264.61) will be paid in twelve equal installments each  
4 in the amount of \$600.00 beginning February 20, 2009 and continuing on the 20<sup>th</sup> day of  
5 each consecutive month ending January 20, 2010 and the company will make twelve  
6 additional installments each in the amount of \$1,599.95 beginning on February 20, 2010  
7 and continuing on the 20<sup>th</sup> day of each consecutive month until January 20, 2011 and three  
8 additional installments each in the amount of \$1,466.63 beginning on February 20, 2011  
9 and continuing on the 20<sup>th</sup> day of each consecutive month until April 20, 2011 for the full  
10 amount of liquidated damages (\$4,399.90). And, January 2009 contributions will be paid  
11 timely by February 20, 2009 and all subsequent contributions for all subsequent work  
12 months will be paid timely and no later than the 20<sup>th</sup> day of each successive work month.  
13 There will be an eye towards lessening the amount of liquidated damages assessed in this  
14 paragraph if the Defendants remain in compliance with the terms of this Stipulation and pay  
15 timely for the duration of the Stipulation. Each and every installment payment must be  
16 made by fully negotiable check or cashier's check payable to the "Sheet Metal Workers  
17 Trust Funds," and must be received on the due dates stated above in the offices of the  
18 Sheet Metal Benefit Plan Administrative Corp., attention Tasi Hernandez, 111 N.  
19 Sepulveda Blvd., Ste. 100, Manhattan Beach, California 90266.

20 5. In the event the Company and Individual Defendant, and any of them, fail to  
21 comply with any of the provisions set forth in paragraphs 5 or 8 above, or any other  
22 provision of this Stipulation, the entire amount of the judgment, less any payments actually  
23 received at the time of such default, shall become immediately due and payable to the  
24 Plans from the Company and Individual Defendant, plus interest on such unpaid amounts  
25 at the annual rate of ten percent.

26 6. This Court may retain jurisdiction over this matter through June 2011, to  
27 enforce the terms of any judgment entered hereunder, to order appropriate injunctive and  
28 equitable relief, to make appropriate orders of contempt, and to increase the amount of

1 judgment based upon additional sums owed to the Plans by defendants. Supplemental  
2 judgments may be entered in this action against the Company and Individual Defendant  
3 and in favor of the Plans for such sums as may be determined by the Plans and  
4 established upon application to the Court by declaration and noticed motion.

5 7. The Plans shall have the right, upon twenty (20) days reasonable request  
6 made in writing, to audit or examine any books or records relating to the financial condition  
7 of the Company to ensure compliance with the terms of this Stipulation.

8 8. In the event any litigation becomes necessary to enforce any term or terms of  
9 this Stipulation, the prevailing party or parties shall be awarded and shall recover all  
10 reasonable attorneys' fees and costs of suit.

11  
12 **IT IS SO ORDERED.**

13  
14 Dated: 3/18/09



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Hon. Dale S. Fischer